

AMENDED WATER METER READING AGREEMENT BETWEEN THE VILLAGE OF WESTMONT AND THE FLAGG CREEK WATER RECLAMATION DISTRICT

WHEREAS, the 1970 Illinois Constitution (Illinois Constitution, 1970, Article VII, Section 10) and the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) provide that units of local government may contract and otherwise associate amongst themselves and with individuals, associates and corporations in any manner not prohibited by law or Ordinance; and

WHEREAS, the Village of Westmont (the “Village”) and the Flagg Creek Water Reclamation District (the “District”) have agreed that it is in the best interests of the Village and the District for the Village to read its meters for potable water utility service on a monthly basis so that the data collected can also be utilized for the billing of sanitary utility service by the District; and

WHEREAS, the District’s billing to residential and commercial customers for sanitary sewer services are to be based upon meter readings for water consumed by the same residential and commercial customers of the Village’s potable water distribution system; and

WHEREAS, the Village and the District agree that the establishment of this intergovernmental agreement is necessary to provide the terms and conditions for providing for the release of water consumption records of the Village to the District for purposes of calculation of sanitary sewer billings.

I. WATER CONSUMPTION RECORDS

WHEREAS, the Village, for the provision of potable water to the residents of Westmont must maintain a water meter program; and

WHEREAS, the use of water consumption data for the purpose of sanitary sewer billing is a longstanding practice and recognizes that water consumption is a reasonable measure of sewer usage; and

WHEREAS, the Village, by providing the meter readings to the District, incurs an incremental cost to said water meter program for the actual costs of providing the data to the District as well as other costs related thereto; and

WHEREAS, the Village has been providing water consumption records to the District; and

WHEREAS, the District desires that the Village continue to provide water consumption records to the District of the accounts common to the service areas of both parties.

NOW, THEREFORE, to provide for the continuance of water consumption records to the District as stated above, the District and the Village agree as follows:

- A. The Village shall continue to provide to the District the water consumption records of those users common to the service areas of both parties. Water consumption records are

defined as water meter readings performed on a regular cycle, final readings and accompanying forwarding addresses and new users, name changes, meter reading corrections, inactive or pulled meters, new meters, and such other information as may be necessary to determine correct water consumption amounts and the name and address of the user billed for the water consumption. All water consumption records shall be provided to the District in an electronic format, including the existing monthly .txt file and all final readings scanned and emailed. The .txt file shall replace the monthly billing register file which is printed and picked up at the Village on a monthly basis. No paper documents are required regarding the aforementioned items. Data shall be furnished to the District, by the Village, not more than thirty-five (35) calendar days after the date the data is obtained by the Village.

- B. Requests by the District to alter the system for submitting the data, or for special services, shall be submitted in writing to the Village. The Village will review the request, and considering its workload and complexity of the request, will inform the District as to when, and if, the request can be implemented. The Village shall not unreasonably withhold implementing the request. The District shall be billed on a time and material basis for the alterations or special services at the hourly rates for the Village staff implementing the request, plus thirty percent (30%) for overhead, or at the actual cost if the work is performed by outside consultants.
- C. If the Village shall need to alter the system for submitting the data, a minimum of sixty (60) days' notice of the alteration shall be provided to the District and there shall be no charge to the District by the Village for the alteration.
- D. The Village agrees to provide, at no charge, such reasonable and timely assistance to the District as may be required to locate information and to answer or resolve questions or errors that may arise with respect to water consumption records furnished by the Village hereunder. The District agrees to cooperate with the Village to provide, at no charge, such reasonable and timely assistance as may be required to implement the terms of this Agreement.
- E. As compensation for the services to be provided to the District by the Village, the District shall compensate the Village in the amount of \$257.00 per month. The Village shall submit a monthly statement to the District on such forms and invoices as are customarily used by the Village. The District shall pay to the Village the amount stated therein, not less than thirty (30) days after receipt by the District of each monthly statement. The compensation provided in this paragraph shall be increased each year based on the annual change in the CPI-U for the preceding year. CPI-U shall mean the Consumer Price Index for all categories for all urban consumers for the Chicago area as published by the U.S. Department of Labor.

II. GENERAL PROVISIONS

NOW, THEREFORE, in consideration of the mutual covenants and undertakings contained herein, the District and the Village agree as follows:

- A. This agreement shall be in full force and effective from the date of execution by both the District and Village, for a term of five (5) years beginning from the date of execution. After the expiration of the original term of this agreement, the agreement will automatically renew each year unless cancelled in accordance with the provisions of paragraph B.
- B. After the expiration of the initial five-year term of this agreement, the agreement may be cancelled by either party without premium or penalty of any kind by giving the other party notice of such cancellation not less than one hundred twenty (120) days prior to the effective date of cancellation.
- C. All notices herein required shall be in writing and shall be served upon the parties at the addresses listed below. The mailing of notices properly addressed and with postage pre-paid, or the personal delivery of the notices, shall be sufficient service. For the purposes of this agreement the address of the Village shall be: 31 West Quincy, Westmont, Illinois 60559, Attention: Village Manager; and the address of the District shall be 7001 N. Frontage Rd., Burr Ridge, Illinois 60527, Attention: Executive Director.

IN WITNESS WHEREOF, the District and the Village, by their officers thereunto duly authorized, have entered into this agreement on this _____ day of August, 2020.

VILLAGE OF WESTMONT

BY: _____
Village Manager

ATTEST: _____
Village Clerk

FLAGG CREEK WATER RECLAMATION DISTRICT

BY: _____
Executive Director

ATTEST: _____
Clerk